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5 **NOT FOR PUBLICATION**

6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**

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9 American Honda Motor Co., Inc.,)

No. CV-08-0656-PHX-FJM

10 Plaintiff,)

ORDER

11 vs.)

12)
13 AZ Grafix; AZ Online Auction Pros;
Susan Alvarez; Eric J. Schad; Ted Smith,)

14 Defendants.)
15)
16)
17)

18 On October 7, 2009, the Court entered an Order Granting Plaintiff's Motion for
19 Default Judgment against Defendants AZ Grafix, AZ Online Auction Pros, Susana Alvarez,
20 and Eric J. Schad ("Defendants") on all claims of the Amended Complaint.

21 Based upon that Order, and being advised in the premises, IT IS HEREBY
22 ORDERED AND ADJUDGED that American Honda Motor Co., Inc. ("Honda") does have
23 and recovers the relief prayed for in the Amended Complaint as follows:

24 A. Defendants, their employees, agents, successors, and assigns, and all
25 those in active concert and participation with them, and each of them who receives notice
26 directly or otherwise of this Order, are permanently enjoined from, without permission from
27 Honda:
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1 (1) imitating, copying, or making unauthorized use of the marks
2 HONDA® (Reg. Nos. 0,826,779 and 1,673,535), H EMBLEM® (Reg. No.
3 2,272,458), ACURA STYLIZED & EMBLEM® (Reg. Nos. 2,514,550; 2,646,476;
4 2,675,400), CIVIC® (Reg. No. 1,045,160), VTEC® (Reg. No. 2,492,897), INTEGRA
5 TYPE R® (Reg. Nos. 2,554,443 and 2,595,301), ACCORD® (Reg. No. 1,053,254),
6 and SI® (Reg. No. 3,426,868) (the “Honda Marks”);

7 (2) using any simulation, reproduction, counterfeit, copy, or
8 colorable imitation of the Honda Marks in connection with the promotion,
9 advertisement, display, sale, offering for sale, manufacture, production, circulation,
10 or distribution of any service or product;

11 (3) using any false designation of origin including, without
12 limitation, any letters or symbols constituting the Honda Marks, or performing any
13 act that can, or is likely to, lead members of the trade or public to believe that any
14 service or product manufactured, distributed, or sold by Defendants is in any manner
15 associated or connected with Honda or the Honda Marks, or is sold, manufactured,
16 licensed, sponsored, approved, or authorized by Honda;

17 (4) transferring, consigning, selling, shipping, or otherwise moving
18 any goods packaging, or other materials in any Defendant’s possession, custody, or
19 control bearing a design or mark substantially identical to any or all of the Honda
20 Marks;

21 (5) engaging in any other activity constituting unfair competition
22 with Honda with respect to the Honda Marks, or constituting an infringement of any
23 or all of the Honda Marks, or of Honda’s rights in, or to use or exploit, any or all of
24 the Honda Marks; and

25 (6) instructing, assisting, aiding, or abetting any other person or
26 business entity in engaging in or performing any of the activities referred to in
27 subparagraphs (1) through (5) above.
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1 B. By no later than thirty (30) days after entry of this Order of Default
2 Judgment, Defendants shall deliver to Honda's counsel any products, labels, tags, signs,
3 prints, packages, videos, photos, advertisements, computer program files, electronic images,
4 plates, molds, or matrices that depict, bear, use, or enable the unauthorized reproduction of,
5 any of the Honda Marks or any colorable imitation of any of the Honda Marks.

6 C. Defendants shall pay \$400,000 (four hundred thousand dollars) to
7 Honda as statutory damages under 15 U.S.C. § 1117(c) based on their counterfeiting and
8 willful infringement of the following eight registered trademarks: HONDA® (Reg. Nos.
9 0,826,779 and 1,673,535), H EMBLEM® (Reg. No. 2,272,458), ACURA STYLIZED &
10 EMBLEM® (Reg. Nos. 2,514,550; 2,646,476; 2,675,400), CIVIC® (Reg. No. 1,045,160),
11 VTEC® (Reg. No. 2,492,897), INTEGRA TYPE R® (Reg. Nos. 2,554,443 and 2,595,301),
12 ACCORD® (Reg. No. 1,053,254), and SI® (Reg. No. 3,426,868).

13 D. Defendants shall pay Honda for the attorney's fees it has incurred in the
14 prosecution of this case pursuant to 15 U.S.C. § 1117(a), in the amount of \$45,400.00.

15 E. The liability of each defendant shall be joint and several.
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17 DATED this 7th day of October, 2009.
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19 *Frederick J. Martone*
20 _____
21 Frederick J. Martone
22 United States District Judge
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